

PX5

Wernikoff Attachment O

Excerpts of Eyepothesis Sales Website, 5/17/2012

eyepothesis®
instant wrinkle reducer

HURRY order in:
4:21

73% of users DIMINISHED the look of
DARK CIRCLES with Haloxyl™

89% of users REDUCED the signs of
CROW'S FEET with Longevicell®

100% of users like you reported
YOUNGER LOOKING SKIN

“Finally! An age defying serum
that actually works.”

ACT NOW TO CLAIM YOUR
RISK FREE TRIAL

*Click for Details

**TELL US WHERE TO SEND YOUR
RISK FREE TRIAL**

First Name

Last Name

Country

Address

United States

Postal Code

City

State/Province

Email

Phone

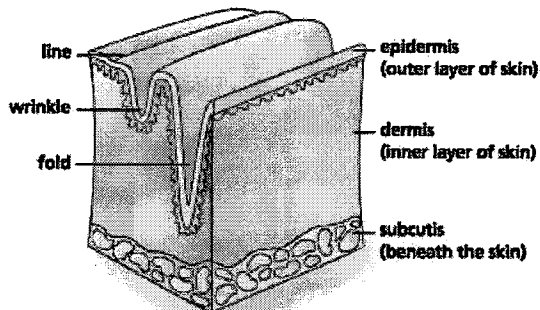
SEND MY RISK FREE TRIAL

☐ Ship to different address

Reduce wrinkles and rejuvenate your face in just 20 MINUTES

How Does the Youthful Rejuvenation System work?

Eyepothesis® Youthful Rejuvenation System contains a combination of the most scientifically advanced ingredients that are clinically tested to provide solutions for multiple skin beauty problems. These ingredients synergistically work together to diminish the appearance of dark circles, puffy eyes, fine lines, and wrinkles on your skin. See what each ingredient targets...



Source: National Institute on Aging

2 Steps to Truly Youthful Skin



Our two-step approach allows you to first, see immediate results with the Instant Lift™ Eye Patch and second, improve your results with the Eyepothesis® Extended Rejuvenation Eye Creme – both with scientifically advanced ingredients that work together to provide optimal results. Have you tried other anti-aging eye creams and serums only to see no visible difference or see results fade rapidly? Many products are not formulated using the combination of ingredients to provide quick and sustainable results.

Eyepothesis® is the only age-defying eye care system formulated to address BOTH the short-term and long-term effects of aging. with Longevicell and Haloxyl. These clinically tested ingredients work together to minimize the appearance of wrinkles and reduce the appearance of dark circles and puffy eyes.

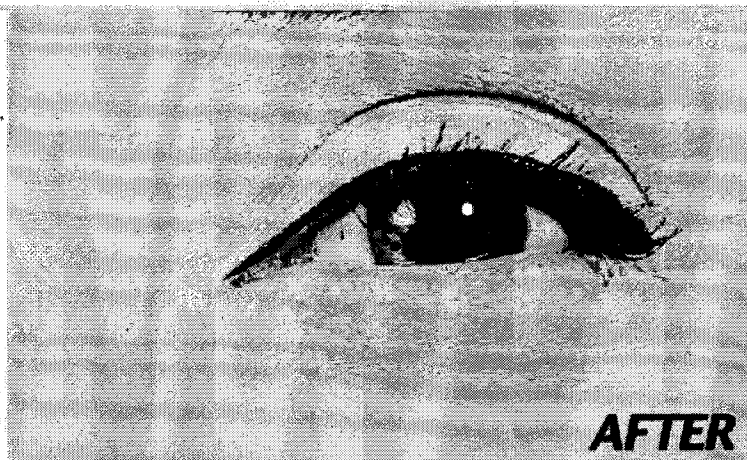
Our proprietary two-step system includes the Instant Lift Eye Patch to deliver immediate results and the Dual Impact Eye Creme to provide long-term help to reduce the visible signs of aging.

Look up to 10 years younger. **CLAM YOUR RISK FREE TRIAL**

[CLICK HERE](#)



BEFORE



AFTER

REAL PEOPLE. REAL RESULTS.



“On the 2nd day, I noticed that the puffiness around my eyes was decreasing and the skin under my eyes looked smoother. After 5 days, all puffiness has disappeared from my eye area and the skin appeared very moist. My makeup glides on easier and I like the appearance of my skin. The eye cream appeared to reduce the puffiness and complemented what the patch had done.”

Kipulani, Santa Barbara, CA



“Eyepothesis worked much better than my normal eye cream. The patches left my skin feeling firm but not tight and very moisturized. I liked the eye cream because it was like a twice a day delivery of moisture and collagen.”

Ayumi, Palm Springs, CA

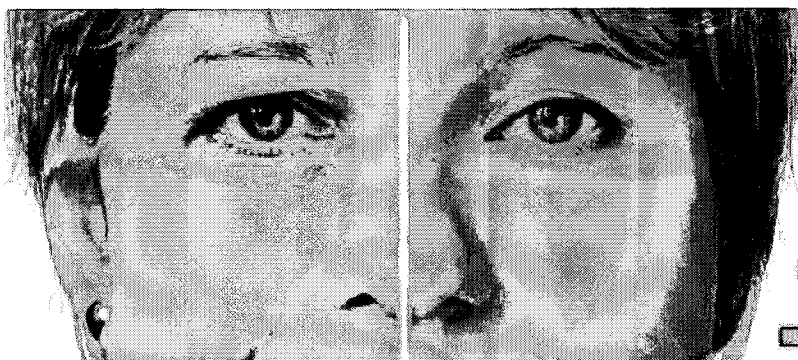


“I have two young children and Eyepothesis fits right into my routine. I use the cream every morning and night. I use the patches before bed or a few hours before going out. This is a great product! I would definitely recommend it to friends.”

Jill G., Mechanicsburg, PA

Say **“NO”** to Invasive Surgery & Expensive Laser Treatments

[CLICK HERE](#)

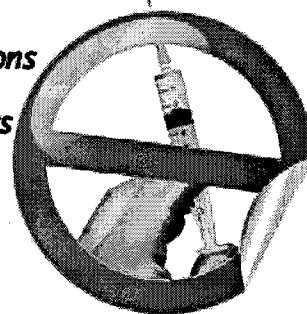


BEFORE

AFTER

Injection Free Solution from Eyepothesis®

- ➡ NO Painful Injections
- ➡ NO Expensive Lasers
- ➡ NO Invasive Surgery
- ➡ NO Problem



The Science: Aging Skin Around Your Eye

Have you started to see crow's feet appear around your eyes? Have the look of puffy eyes and dark circles made you look older? Do you wish you could get a youthful glow and have fewer wrinkles? Aging is a natural process that happens to everyone. Over time your skin chemistry changes, leading to wrinkles, discolorations in your skin, and puffy eyes. Here is a look at how your skin

Wernikoff Attachment O-2

changes at different ages:



30's

Crow's feet start to appear

Skin around eye starts to lose radiance



40's

Fine lines around the eye deepen

Dark circles and puffy eyes start to appear



50's

Crow's feet deepen and are more visible when not smiling

Age spots resulting in hyperpigmentation start to appear



Visibly reduce facial wrinkles and creases with Eyepothesis®

Discover The Fountain of Youth

CLAM YOUR
RISK FREE TRIAL
ORDER TODAY

- ➡ Diminish the Appearance of Dark Circles
- ➡ Reduce Signs of Crow's Feet
- ➡ Tone and Firm Skin
- ➡ Protect Against Free Radicals

CLICK HERE FOR YOUR RISK FREE TRIAL

[Science](#) | [Ingredients](#) | [Success Stories](#) | [About Us](#) | [FAQs](#) | [Privacy Policy](#) | [Return Policy](#) | [Contact Us](#)

To Place and Order or to Ask Questions: 1-866-711-2827 24 hours / 7 Days a Week
Live Support: M-F 8am-5pm

All Material at this site © 2012 Eyepothesis

Please read the [Terms and conditions](#) of Using this Site.

Notice: Eyepothesis is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order from our site.

[Close Window](#)

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by Eyepothesis and contains material, which is derived in whole or in part by Eyepothesis and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Eyepothesis.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Colorado Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2012 , Eyepothesis. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Eyepothesis, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of Eyepothesis is strictly prohibited.

Trademark

Eyepothesis web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Eyepothesis. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Disclaimer

EYEPOTHESIS IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. EYEPOTHESIS DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, EYEPOTHESIS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Warranties

Eyepothesis does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

Eyepothesis shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products.

EYEPOTHESIS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your primary health care practitioner before buying or using products sold by Eyepothesis or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY SKIN CARE PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site

Except as specifically stated on this site, neither Eyepothesis nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that

applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Purchasing from the Home Page

Multiple offers are available for purchase through this site. Each offer may be subjected to its own terms. The terms of the offers available on this site are as follows:

- Eyepothesis Forever Young™ Club - You understand that you are receiving free shipping only on the initial shipment and that you are signing up for ongoing monthly shipments of the Eyepothesis Forever Young™ Club to be sent each month for \$78.41 plus \$5.95 shipping. You can cancel at any time but shipments will continue until you take affirmative action to cancel. You can return any shipment for a refund of the product price only by contacting customer service within 30 days of that shipment's initial shipping date. All shipping charges are the responsibility of the customer and are not refundable.
- One Month Supply – You will receive a one month supply at a discount of 10% off of the suggested retail price. You will pay a total of \$129.99. You can return that shipment for a refund for any reason only by contacting customer service within 30 days of the shipment's initial shipping date. All return shipping charges are the responsibility of the customer and are not refundable

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact customerservice@Eyepothesis.com or call us Toll Free at 1-866-711-2827 with any suggestions! Our Customer Service Team is available 24 hours / 7 Days a Week

[Close Window](#)

PX5

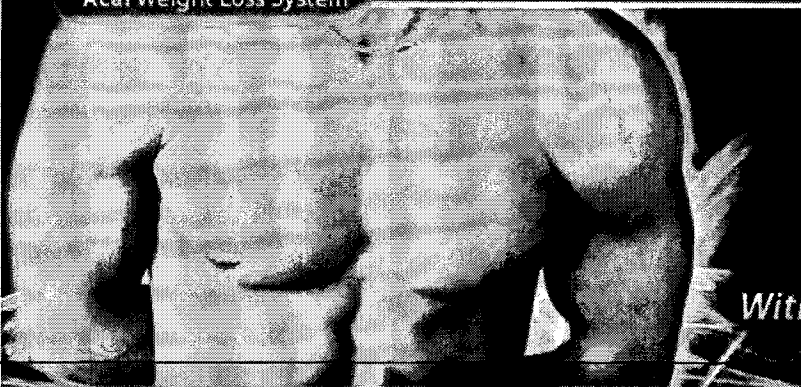
Wernikoff Attachment P

Excerpts of ThinAction Sales Website, 8/24/2012

THINAction

Acai Weight Loss System

Need to lose 10lbs or more?



With The Power of Thin Action!

Get your ***RISK-FREE TRIAL NOW**[Click for Details](#)**THINAction**Antioxidant
Weight Loss Supplement

- ▶ Higher Antioxidants than Pomegranate and Blueberry
- ▶ Contains the fat burning power of green tea
- ▶ Helps increase calories burned
- ▶ Fight free radical damage
- ▶ Increases energy and fights fatigue

What's the craze about? Acai hits the Media Spotlight



1 "You'll be hearing a lot more about this rain forest fruit going forward. Acai is the off the chart for almost everything that kale is, in addition to naturally occurring Omega-3, 6 and 9 oils. It's not only good for you, but many world class athletes drink it while training because it's so loaded with nutrition and protein it can a complete meal."



2 "Superfruits like acai and goji berries are being put to use and many old-fashioned flavors are cropping up as well. Faleum, for instance, is an ingredient hailing from Barbados with flavors of almond, lime, sometimes even ginger, that only recently became available in the States again after a long absence."



3 "Acai berries are among the most nutritious foods of the

Get Started TodayFirst Name: Last Name: Country: Address: City: State: Postal Code: Email: Phone: **RUSH MY ORDER**☐ Ship to different addressSSL 128-bit
SECURE

ACAI: HOLLYWOOD'S SECRET IS OUT



Stars make a living being ripped and fit...that's why they're always breaking new ground with the latest dieting trends. Acai and Goji combined with the weight loss power of Green Tea and energy blasting Guarana is the latest craze sweeping Hollywood! ThinAction is the only weight loss supplement to combine all of these natural ingredients to pump you up – and keep your energy at its peak all day long.

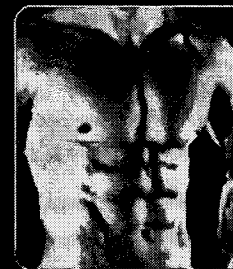
Wernikoff Attachment P-1

OCEANS
NEWS

Amazon, rich in B vitamins, minerals, fiber, protein and Omega-3 fatty acids. Acai berries also contain oleic acid (Omega-9), a beneficial fatty acid.*

WebMD
Better information. Better health.

Goji berries also have compounds rich in vitamin A that may have antiaging benefits. These special compounds help boost immune function, protect vision, and may help prevent heart disease.



TURN YOUR
BODY INTO A
24/7
FAT-BURNING
MACHINE!

WEIGHT LOSS BENEFITS

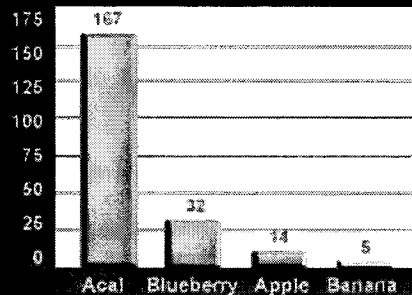


Look in the mirror – like what you see? You probably see an extra 5, 10, 15 or more extra lbs. – especially in your mid-section. This extra weight is keeping you from getting that rock-solid body you deserve – with energy to spare. ThinAction was designed with you in mind – formulated with the most advanced weight-loss, energy enhancing natural supplements on the market today. Our proprietary blend of 11 powerful herbs will help you lose weight, increase your energy, and unleash your firm stomach and ripped abs. We're so confident you'll find success with ThinAction that we are letting you try it absolutely *Risk Free through this exclusive web offer (just pay shipping and processing). *

CLINICAL RESEARCH PROVES IT!



Oxygen Radical Absorbance Capacity (ORAC) is a method used by the USDA of measuring antioxidant capacities of different foods. As you can see below, other popular fruits don't even come close to the antioxidant power of the acai berry.



Get your ***RISK-FREE TRIAL NOW!**

*Just pay \$0.00 S&P



Visit Us Online: www.thinaction.com or call 1-866-771-2523. Contact Us

All Material is for informational purposes only.

Please read the terms and conditions of our trial.

For Customer Assistance please call: 1-866-771-2523
24 Hours - 7 Days a Week
Live Support: 9AM - 5PM

ThinAction is a dietary supplement that is designed to help you lose weight, increase your energy, and unleash your firm stomach and ripped abs. It is formulated with the most advanced weight-loss, energy enhancing natural supplements on the market today. Our proprietary blend of 11 powerful herbs will help you lose weight, increase your energy, and unleash your firm stomach and ripped abs. We're so confident you'll find success with ThinAction that we are letting you try it absolutely *Risk Free through this exclusive web offer (just pay shipping and processing). *

*ThinAction is a dietary supplement that is designed to help you lose weight, increase your energy, and unleash your firm stomach and ripped abs.

It is formulated with the most advanced weight-loss, energy enhancing natural supplements on the market today.

Our proprietary blend of 11 powerful herbs will help you lose weight, increase your energy, and unleash your firm stomach and ripped abs.

We're so confident you'll find success with ThinAction that we are letting you try it absolutely *Risk Free through this exclusive web offer (just pay shipping and processing). *



SUMMARY OF TRIAL REQUIREMENTS: Trial Offer Terms and Conditions: 1. You must be 18 years old or older to participate in this Trial Offer. 2. You must use your own credit card or debit card. 3. Start your Trial Offer now to receive a trial supply of ThinAction. You simply invest \$1.03, plus a S & P fee of up to \$3.87, to evaluate this weight loss product for yourself. 4. Your credit card will be charged the selected S&P charge above. 5. If ThinAction is not right for you, call 1-866-711-2823 within 8 days from your order date to cancel your trial and you owe nothing more. 6. By participating in the Trial Offer, you are getting the rate of \$78.41 a discount of 40% off of the normal retail price and you will be responsible for taking affirmative action during the Trial Offer period to avoid further charges outlined in How the Offer Works. 7. By clicking on the box or button at the time of order, you are agreeing to the terms and conditions in How the Offer Works. 8. You may call 1-866-711-2823 anytime to contact customer service regarding your shipment.

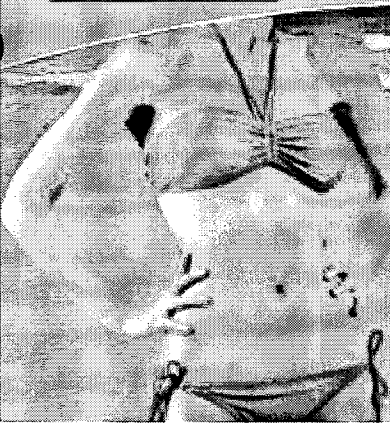
PX5

Wernikoff Attachment Q

Excerpts of ThinAction Sales Website, 5/1/2012



you're on your way to a great body!



- ✓ Lose Weight, Feel Great!
- ✓ Rev Up your metabolism with Green Tea
- ✓ Powerful Goji Berry - hottest new ingredient!
- ✓ Superfoods provides antioxidants to battle free radicals

Retail Price:

~~\$129.99~~

Try it:

RISK FREE!



More Details



People across the country have lost weight with Green Tea, and Goji Berry! You can too with ThinAction natural weight loss supplements!

☒ **YES! I Want a RISK FREE Trial of ThinAction! Hurry! 4:56**

First Name

Last Name

Country

United States

Address

City

State/Province

—Select State/Province—

Postal Code

Email

Phone

Rush Me My Risk FREE TRIAL!

☐ Ship to different address



WebMD
Better information. Better health.

©CBS.com

Weight Loss in the News

Join the *THOUSANDS* who have taken *ACTION* to *LOSE WEIGHT* and *CHANGE their LIVES!*

Vernikoff Attachment Q-1

Why it's healthy

"Goji berries have one of the highest ORAC ratings — a method of gauging antioxidant power — of any fruit, according to Tufts University researchers. And although modern scientists began to study this ancient berry only recently, they've found that the sugars that make goji berries sweet reduce insulin resistance — a risk factor of diabetes — in rats."

Can It Lower Cholesterol?

"Researchers report that significant reductions in total cholesterol and triglycerides were seen in smokers who drank a product containing juice from the fruit of the noni tree every day for a month."

Green Tea May Ward Off Weight Gain

"The benefits of green tea might include blocking fat and keeping extra pounds at bay, according to preliminary lab tests in mice."

ThinAction can Benefit YOU!

- Increase your energy
- Stay alert, motivated, and on task
- Powerful Green Tea to boost metabolism
- Burn excess calories
- Reduce your appetite
- Helps you control your cravings
- Finally lose the weight
- Antioxidants Goji and Noni
- Look and feel great!



Clinically Studied Ingredients

Recent studies show that catechins (found in Green Tea) promote weight loss. A powerful antioxidant, Goji Berries have been studied extensively in China for their effectiveness in fighting free radicals. The appetite suppressant and energy-inducing effects of guarana are extensively studied. These effects have resulted in statistically significant weight loss in animal and human trials when combined with proper diet and exercise.



***Send Me My
ThinAction Trial Today!***

[About Us](#) | [FAQs](#) | [Privacy Policy](#) | [Return Policy](#) | [Supplement Facts](#) | [Contact Us](#)

All Material at this site © 2012 ThinAction

Please read the [Terms and conditions](#) of Using this Site

For Customer Assistance please call: 1-866-913-2541

24 Hours / 7 Days a Week

Live Support: M-F 8am-5pm

*Results May Vary. Please note that all dietary supplement, nutritional, and exercise programs detailed in this website are only to be used by healthy adults over 18 years old. Prior to starting any diet, nutrition, or exercise program, including the ThinAction program, consult a healthcare professional. Please review the complete set of directions and warnings listed on the ThinAction box. ThinAction and all of its agents and/or authors accept no responsibility for injuries that may occur as a result of performing the exercises listed in this website. Results will vary. Notice: ThinAction is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order from our site. Some Featured product testers have been provided ThinAction free of charge to provide reviews. No other compensation was provided.

† ThinAction is not associated with nor endorsed by ABC, CBS, or WebMD. Logos are trademarks of the respective publications.

<http://a.abcnews.com/Health/ColdandFluNews/Story?id=5334734&page=3>
<http://www.webmd.com/cholesterol-management/news/20080302/noni-juice-can-lower-cholesterol>
<http://www.cbsnews.com/stories/2008/02/15/earlyshow/health/main3836818.shtml>

Close Window

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by ThinAction and contains material, which is derived in whole or in part by ThinAction and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and ThinAction.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Colorado Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2012 , ThinAction. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with ThinAction, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of ThinAction is strictly prohibited.

Trademark

ThinAction web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of ThinAction. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Disclaimer

THINACTION IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. THINACTION DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, THINACTION DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Warranties

ThinAction does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

ThinAction shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products.

THINACTION MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by BellaBrite or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. **YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY WEIGHT LOSS PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.**

Use of this Site

Except as specifically stated on this site, neither ThinAction nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Purchasing from the Home Page

Multiple offers are available for purchase through this site. Each offer may be subjected to its own terms. The terms of the offers available on this site are as follows:

- ThinAction Thin & Active™ Club - You understand that you are receiving free shipping only on the initial shipment and that you are signing up for ongoing monthly shipments of the ThinAction Thin & Active™ Club to be sent each month for \$78.41 plus \$5.95 shipping. You can cancel at any time but shipments will continue until you take affirmative action to cancel. You can return any shipment for a refund of the product price only by contacting customer service within 30 days of that shipment's initial shipping date. All shipping charges are the responsibility of the customer and are not refundable.
- One Month Supply – You will receive a one month supply at a discount of 10% off of the suggested retail price. You will pay a total of \$129.99. You can return that shipment for a refund for any reason only by contacting customer service within 30 days of the shipment's initial shipping date. All return shipping charges are the responsibility of the customer and are not refundable

Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact customerservice@ThinAction.com or call us Toll Free at 1-866-913-2541 with any suggestions! Our Customer Service Team is available 24 Hours / 7 Days a Week.

Close Window

PX5

Wernikoff Attachment R

Excerpts of The Ultimate Facial Sales Website, 5/10/2012

■, reveal a younger-looking you!

Better than BOTOX®?

INJECTION-FREE SOLUTION for YOUNGER-LOOKING SKIN!

- Look and feel younger
- Remove dull, dry skin
- Reveal a beautiful flawless you

Try it **RISK FREE**

FOR ALL SKIN TYPES
Scientifically Tested.
[Click for Details](#)

Order in:

Tell us where we should send
your **RISK FREE Trial*** of the
Ultimate Facial Anti-Aging System

First Name:

Last Name:

Country:

Address:

City:

State/Province:

Postal Code:

Email:

Phone:

GET YOUR
RISK FREE TRIAL 

☐ Ship to different address

USERS SEE SKIN LOOK YOUNGER



Real stories. Results may vary.

The Ultimate Facial makes my skin feel so good. My face feels wonderful and it's as smooth as a baby's bottom. This product is just beautiful and it makes my face feel so clean and so alive. I am so happy with the product and I love it!
- Charlotte R., Sparks NV

Defeat
the signs of aging
WITHOUT SURGERY



Make Skin
look younger



(Many spas) recommend 5-6 sessions of
microdermabrasion at \$200 per visit. Results of
microdermabrasion are more radiant skin and the

Wernikoff Attachment R-1

Professional Microdermabrasion with the Ultimate Facial. Finally, luxury you can afford



appearance of smaller pores. 1



For amazing skin at any age, throw in a deeper exfoliating treatment weekly. Glycolic peel and microdermabrasion kits remove damaged surface skin, revealing a fresher layer underneath and also stimulate collagen production. 2

Exclusive
internet offer



Address a dull or uneven complexion with professional microdermabrasion treatments or glycolic peels to polish the skin's surface. 3

GET YOUR
RISK FREE TRIAL*

[FAQs](#) [About Us](#) [Terms & Conditions](#) [Privacy Policy](#) [Return Policy](#) [Contact](#)
©2012 TheUltimateFacial.com Please read the [Terms and conditions](#) of Using this Site.
For Customer Assistance please call: 1-866-711-2821
24 Hours / 7 Days a Week
Live Support: M-F 8am-5pm

Notice: The Ultimate Facial is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order from our site.

† The Ultimate Facial is not associated with nor endorsed by Allure, Cosmopolitan, WebMD or In Style. Logos are trademarks of the respective publications.
1 http://www.allure.com/magazine/2009/04/anti_aging_challenge?currentPage=1
2 <http://www.cosmopolitan.com/fairstyles-beauty/skin-care/makeup/amazing-skin-at-any-age-3>
3 http://www.instyleweddings.com/weddings/article/0_20169827.00.html

[Close Window](#)

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by The Ultimate Facial and contains material, which is derived in whole or in part by The Ultimate Facial and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and The Ultimate Facial.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Colorado Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2012, The Ultimate Facial. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with The Ultimate Facial, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of The Ultimate Facial is strictly prohibited.

Trademarks

The Ultimate Facial web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of The Ultimate Facial. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Disclaimer

THE ULTIMATE FACIAL IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. THE ULTIMATE FACIAL DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, THE ULTIMATE FACIAL DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Warranties

The Ultimate Facial shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products.

Limitation of Liability: Purchase and Use of Products

The Ultimate Facial shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products.

THE ULTIMATE FACIAL MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warning

For external use only. Avoid contact with eyes; flush with water upon contact. Discontinue use if irritation occurs.

Use of this Site

Except as specifically stated on this site, neither The Ultimate Facial nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Purchasing from the Home Page

Multiple offers are available for purchase through this site. Each offer may be subjected to its own terms. The terms of the offers available on this site are as follows:

- The Ultimate Facial Ultimate Beauty™ Club - You understand that you are receiving free shipping only on the initial shipment and that you are signing up for ongoing monthly shipments of The Ultimate Facial Ultimate Beauty™ Club to be sent each month for \$78.41 plus \$5.95 shipping. You can cancel at any time but shipments will continue until you take affirmative action to cancel. You can return any shipment for a refund of the product price only by contacting customer service within 30 days of that shipment's initial shipping date. All shipping charges are the responsibility of the customer and are not refundable.
- One Month Supply – You will receive a one month supply at a discount of 10% off of the suggested retail price. You will pay a total of \$129.99. You can return that shipment for a refund for any reason only by contacting customer service within 30 days of the shipment's initial shipping date. All return shipping charges are the responsibility of the customer and are not refundable

Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact customerservice@TheUltimateFacial.com or call us Toll Free at 1-866-711-2821 or via written correspondence to The Ultimate Facial 6380 W. 54th Ave. Suite 200 Arvada, CO 80002 - with any suggestions! Our Customer Service Team is available 24 Hours / 7 Days a Week .

[Close Window](#)

PX6

Declaration of Jennifer Yadoo
Federal Trade Commission Paralegal

DECLARATION OF JENNIFER YADOO

1. My name is Jennifer Yadoo. I am over 18 years of age. I have personal knowledge of the facts set forth herein.
2. I am an Honors Paralegal for the Bureau of Consumer Protection at the Federal Trade Commission. I have been working as a paralegal for the FTC since July 2015. My work address is 600 Pennsylvania Ave., NW, Mailstop CC-9424, Washington, DC 20580.
3. I was assigned to work on the matter of FTC v. Anasazi Management Partners, et al., in September 2016.
4. I was assigned to visit 93 URLs identified by FTC counsel Sarah Waldrop. Ms. Waldrop instructed me to preserve the home page, products page, "terms of offer" or "terms and conditions" page, and return policy page at each URL. Not all URLs contained each of those pages, but I captured each available page.
5. I captured the web pages from the Internet using a software program called Snagit to record the web pages as they existed on the day of the recording. Snagit's program has a tool that allows users to capture web pages and saved them in portable document format (".pdf") files.
6. I saved all of the web pages I captured as PDF files in this matter's case file on the FTC's shared network drive. Other members of the case team can view documents saved in the case file on the network drive.
7. Below is a list of the URLs I visited, the date visited, and the pages I captured (or, in some instances, a notation that the URL was not functioning when I visited it). I use the following abbreviations to describe the pages captured: HP=home page; PP=products page; TO=terms of offer; T&C=terms and conditions; RP=return policy.

URL	Date visited	Pages captured
20minutebeautymobile.com	5/9/2017	URL not functioning
actionproonline.com	9/14/2016	HP, PP, TO
actionprosecrets.com	9/16/2016	HP, PP, TO
actionprotools.com	9/13/2016	HP, PP, TO
actionprowhite.com	9/13/2016	HP, PP, RP, TO, T&C
actionprowhiteformula.com	9/14/2014	HP, PP, TO
actionprowhiteunlimited.com	9/16/2016	HP, PP, TO
bellaathome.com	9/13/2016	HP, PP, RP, TO, T&C
bellaathomeanswers.com	9/16/2016	HP, PP, TO
bellaathomemobile.com	9/14/2016	HP, PP, TO
bellaathomepro.com	9/16/2016	HP, PP, TO
bellaathomerresults.com	9/13/2016	HP, PP, TO
bellaathometools.com	9/16/2016	HP, PP, TO

blizzardwhite.com	9/13/2016	HP, PP, RP, TO, T&C
blizzardwhitedirect.com	9/14/2016	HP, PP, TO
blizzardwhiteglobal.com	9/16/2016	HP, PP, TO
blizzardwhiteonline.com	9/14/2016	HP, PP, TO
blizzardwhiteultra.com	9/13/2016	HP, PP, TO
cashforclunkersthemovie.com (redirects to innovationwhitemax.com)	9/14/2016	HP, PP, TO
circleofyouth.com	9/13/2016	HP, PP, RP, TO, T&C
circleofyouthmax.com	9/14/2016	HP, PP, TO
dentalproathome.com	9/13/2016	HP, PP, RP, TO, T&C
dentalproathomemarketing.com	5/9/2017	URL not functioning
dentalproathomeonline.com	9/16/2016	HP, PP, TO
dentalprodirect.com	9/16/2016	HP
dentalpromarketing.com	9/14/2016	HP, PP, TO
eyepothesistools.com	5/9/2017	Domain expired
firstclasswhitedirect.com	9/16/2016	HP, PP, TO
firstclasswhitening.com	9/13/2016	HP, PP, RP, T&C, "About" page
firstclasswhiteningformula.com	9/14/2016	HP, PP, TO
firstclasswhiteningglobal.com	5/9/2017	HP, PP, TO, T&C
firstclasswhiteninglive.com	9/16/2016	HP, PP, TO
firstclasswhiteningproducts.com	9/16/2016	HP, PP, TO
genuinewhitedirect.com	9/14/2016	HP, PP, TO
genuinewhiteenterprises.com	9/16/2016	HP, PP, TO
genuinewhitetools.com	9/16/2016	HP, PP, TO
genuinewhiteunlimited.com	9/16/2016	HP, PP, TO
genuinewhiteworks.com	9/16/2016	HP, PP, TO
innovationwhite.com	9/13/2016	HP, PP, RP, TO, T&C
innovationwhitemax.com	9/14/2016	HP, PP, TO
innovationwhiteonline.com	9/16/2016	HP, PP
innovationwhitetools.com	9/13/2016	HP, PP, TO
ivorypromarketing.com	9/16/2016	HP, PP, TO
ivorypromobile.com	9/16/2016	HP, PP, TO
ivoryproproducts.com	9/16/2016	HP, PP, TO
ivoryprosolutions.com	9/14/2016	HP, PP, TO
justyouthful.com	9/16/2016	HP/PP (combined), RP, T&C
justyouthfulanswers.com	9/16/2016	HP, PP, TO
justyouthfulpro.com	9/16/2016	HP, PP, TO
philscat.com (redirects to actionprowhiteformula.com)	9/14/2016	HP, PP, TO
portabledentalpro.com	9/13/2016	HP, PP, TO
prowhiteathome.com	9/14/2016	HP, PP, TO
sedonabeautyathome.com	9/16/2016	HP, PP, TO
sedonabeautydirect.com	9/14/2016	HP, PP, TO

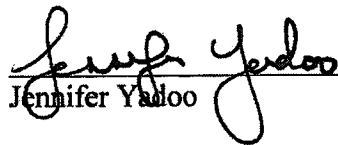
sedonabeautysecrets.com	9/13/2016	HP, PP, RP, T&C
sedonabeautyworks.com	9/16/2016	HP, PP, TO
skinnyiq.com	9/13/2016	HP, PP, RP, TO, T&C
skinnyiqenterprises.com	5/9/2017	HP, PP, T&C
skinnyiqsolutions.com	9/14/16 and 9/16/16	HP, PP, TO
smileprobrands.com	5/9/2017	HP, PP, TO, T&C
smileprodirect.com	9/13/2016	HP, PP, RP, TO, T&C
smileproonline.com	9/16/2016	HP, PP, TO
smileprosecrets.com	9/14/2016	HP, PP, TO
smileprosolutions.com	9/14/2016	HP, PP, TO
smileprotools.com	9/16/2016	HP, PP, TO
smilevitalize.com	5/9/2017	HP, PP, T&C
smilevitalizedirect.com	9/16/2016	HP, PP, TO
smilevitalizeglobal.com	9/16/2016	HP, PP, TO
smilevitalizeonline.com	5/9/2017	URL not functioning
smoothbody.net	9/16/2016	HP, T&C
sparkwhitening.com	6/30/2017	HP, PP, RP, TO, T&C
sparkwhiteningdirect.com	5/9/2017	URL not functioning
sparkwhiteningonline.com	9/16/2016	HP
sparkwhiteningportable.com	9/13/2016	HP, PP, TO
sparkwhiteningservices.com	9/14/2016	HP, PP, TO
sparkwhiteonline.com	9/16/2016	HP, PP, TO
sparkwhiteproducts.com	9/16/2016	HP, PP, TO
titanwhite.com	9/13/2016	HP, PP, RP, TO, T&C
titanwhitedirect.com	9/14/2016	HP, PP, TO
titanwhitemarketing.com	9/16/2016	HP, PP, TO
titanwhitesolutions.com	9/16/2016	HP, PP, TO
titanwhitetoday.com	9/13/2016	HP, PP, TO
titanwhiteultra.com	9/14/2016	HP, PP, TO
todayswhiteningtrend.com	9/14/2016	HP, PP, TO
totalwhiteningcoach.com	9/14/16 and 9/16/16	HP, PP, TO
trimxtsecrets.com	5/9/2017	URL not functioning
unlimitedgenuinewhite.com	9/14/2016	HP, PP, TO
whiteningcoach.com	5/9/2017	HP, PP, T&C
whiteningcoachathome.com	5/9/2017	HP, PP, T&C
whiteningcoachpro.com	9/16/2016	HP, PP, TO
whiteningcoachresults.com	9/16/2016	HP, PP, TO
youthefxresults.com	5/9/2017	URL not functioning
youthefxsolutions.com	5/9/2017	URL not functioning

8. Attached are true and correct copies of selected web pages I captured, as listed in the table below:

URL	Pages attached	Attachment letter
firstclasswhitening.com	HP, PP, T&C	A
bellaathome.com	HP, PP, TO	B
whiteningcoach.com	HP, PP, T&C	C
innovationwhite.com	HP, PP, TO	D
actionprowhite.com	HP, PP, TO	E
smileprodirect.com	HP, PP, TO	F
sparkwhitening.com	HP, PP, TO	G
titanwhite.com	HP, PP, TO	H
smilevitalize.com	HP, PP, T&C	I
firstclasswhiteningglobal.com	HP, PP, TO	J
whiteningcoachathome.com	HP, PP, T&C	K
skinnyiqenterprises.com	HP, PP, T&C	L
todayswhiteningtrend.com	HP, PP, TO	M
blizzardwhiteultra.com	HP, PP, TO	N
sedonabeautydirect.com	HP, PP, TO	O
bellaathomerresults.com	HP, PP, TO	P
actionproonline.com	HP, PP, TO	Q
smileprobrands.com	HP, PP, TO	R

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington, DC this 6th day of July 2017.


 Jennifer Yaloo

PX6

Yadoo Attachment A

Website Excerpts

First Class Whitening

[CLICK HERE TO EASY CANCEL](#)

1-877-530-9637
(Available 24/7)

[Home](#)

[About](#)

[Prevention](#)

[FAQs](#)

[Products](#)

Get a Whiter & Brighter Smile
The formula used by dentists nationwide - FOR LESS!

TRY TODAY!

To Place an Order or to Ask Questions: **1-877-530-9637** | 24 Hours / 7 Days a Week



Whether you're thinking about whitening your teeth or you've already started the process, you've come to the right place. With so many teeth whitening products on store shelves and at dental offices, choosing the best teeth whitener can prove challenging.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.

First Class Whitening REALLY WORKS!

[CLICK HERE](#) to send us your before and after photos or a testimonial for a chance to be featured on our site!

Site

[About](#)
[Prevention](#)
[FAQs](#)
[Terms and Conditions](#)
[Privacy Policy](#)
[Return Policy](#)

Support

Have Questions? Feel free to contact Customer Support by calling 1-877-530-9637 24 hours, 7 days a week. Live Support 24/7.

Notice

First Class Whitening is not responsible for any third-party offers, promises, incentives or representations that may have been used to direct you to order.

Note

Customer may have to pay normal non-refundable test, processing and/or shipping and handling fees set-up. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply.

First Class Whitening

CLICK HERE TO EASY CANCEL

1-877-530-9637

(Available 24/7)

[Home](#) [About](#) [Prevention](#) [FAQs](#) [Products](#)

Change your SMILE...Change your LIFE!



- Simple in-home treatment
- Fresh Minty Taste
- Fast, safe ordering process
- 22% Carbamide Peroxide

"I'm absolutely thrilled I have found First Class Whitening! My teeth were very sensitive after trying (supermarket brands) and my teeth never got whiter. I now use First Class Whitening and have a bright, pain-free smile!"

- Tim M., Chicago, IL

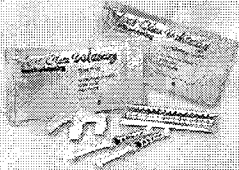
Whitening Pen on the Go



Perfect for touch-ups on the go! Fast and convenient. Buy now for only \$39.41.

ADD TO CART

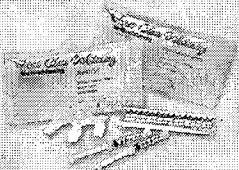
Our BEST-SELLING Package



Our customers love the convenience and SAVINGS of our 2-month package. Buy now for only \$220.99 + shipping. Save 15% Off the Suggested Retail Price

ADD TO CART

First Class Whitening Club



Enroll in our First Class Whitening Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! Receive FREE SHIPPING the first month - and then shipping is only \$10.91 after that!

ADD TO CART

First Class Whitening 1 Month Supply



Everything you need to have professional quality, celebrity white teeth. Only \$129.99 + shipping. Save 10% Off the Suggested Retail Price!

ADD TO CART

Site
About
Prevention

Support
Have Questions? Feel free to contact Customer Service by calling 1-877-530-9637 24 hours, 7 days.

Notice
First Class Whitening is not responsible for any third-party offers, premiums, fulfillment or

Note
Customer may have to pay normal non-refundable trial, processing and/or shipping and handling fees.

Yadoo
Attachment A-2

FAQs
Terms and Conditions
Privacy Policy
Return Policy

24/7 Live Support

Representations that may have been used to
direct you to order.

At Sign-Up, Customer is responsible for shipping
costs on all returns. Please view the Return
Policy for other restrictions that may apply.

[Close Window](#)

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of First Class Whitening™ Teeth Whitening Pens.

We'll also enter you into our First Class Whitening Club. With the Club you'll get a package of First Class Whitening Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-877-530-9637 or www.FirstClassWhitening.com), we'll conveniently bill your credit card \$94.31 for the full 30 day First Class Whitening System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of First Class Whitening Teeth Whitening Pens about every 30 days for the same monthly in-home price you paid for the original First Class Whitening System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "firstcl*sswt8775306947".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-530-9637 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

First Class Whitening
7565 Commercial Way, Unit E
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the First Class Whitening System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day First Class Whitening customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

First Class Whitening often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but First Class Whitening often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by First Class Whitening).

If you have been selected by First Class Whitening to be a sponsored member, you will be notified via email by First Class Whitening and by Beautyis.com.

By participating in this risk free trial, you consent to First Class Whitening sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

First Class Whitening®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-530-9637 or via written correspondence to:

First Class Whitening

Yadoo
Attachment A-4

First Class Whitening
7565 Commercial Way, Unit E
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing First Class Whitening through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@FirstClassWhitening.com. We will get back to you within one business day.

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by First Class Whitening and contains material which is derived in whole or in part by First Class Whitening and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and First Class Whitening.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2016, First Class Whitening. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with First Class Whitening, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of First Class Whitening is strictly prohibited.

Trademark

First Class Whitening web pages and all page headers, custom graphics and button icons are service marks, trademarks

Yadoo

Attachment A-5

First Class Whitening, its logo, and its page number, design, graphics and other marks are service marks, trademarks, and/or trade dress of First Class Whitening. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Arbitration and Waiver of Class Action

If you purchase or participate in a trial for First Class Whitening in the United States (including its possessions and territories) or any other location, you and First Class Whitening agree that any dispute, claim or controversy arising out of or relating in any way to the First Class Whitening products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND FIRST CLASS WHITENING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your First Class Whitening membership.

If you elect to seek arbitration or file a small claim court action, you must first send to First Class Whitening, by certified mail, a written Notice of your claim ("Notice"). The Notice to First Class Whitening must be addressed to: General Counsel, First Class Whitening, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If First Class Whitening initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by First Class Whitening, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If First Class Whitening and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or First Class Whitening may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after First Class Whitening receives notice at the Notice Address that you have commenced arbitration, First Class Whitening will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless First Class Whitening and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of First Class Whitening's last written settlement offer made before an arbitrator was selected (or if First Class Whitening did not make a settlement offer before an arbitrator was selected), then First Class Whitening will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND FIRST CLASS WHITENING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and First Class Whitening agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the

Yadoo

Attachment A-6

arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of an individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.**

Disclaimer

FIRST CLASS WHITENING IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. FIRST CLASS WHITENING DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, FIRST CLASS WHITENING DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Warranties

First Class Whitening does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

First Class Whitening shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. FIRST CLASS WHITENING MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by First Class Whitening or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site

Except as specifically stated on this site, neither First Class Whitening nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@FirstClassWhitening.com, or call us Toll Free at 1-877-530-9637 or via written correspondence to

First Class Whitening
7565 Commercial Way, Unit E
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

[Close Window](#)

PX6

Yadoo Attachment B

Website Excerpts

BellaAtHome

1-888-552-2402
(Available 24/7)

[CLICK HERE TO EASY CANCEL](#)

[Home](#) | [How it Works](#) | [Testimonials](#) | [About Us](#) | [FAQs](#) | [Products](#)

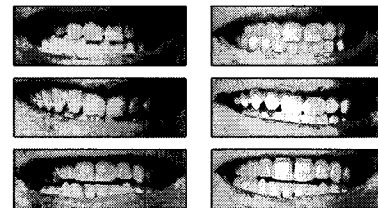


BellaAtHome is easy to use and does what it says it will do - it brightens your smile! It was very convenient as well! I would recommend it for my friends and family. It really works! - Lesley P., Kennesaw, GA

Get a Whiter Brighter Smile Today!

The formula used by dentists nationwide - FOR LESS!

- Look Years Younger
- Get Shades Whiter
- Minty-Fresh Taste



IT REALLY WORKS

on coffee, smoking, and genetic stains!

BellaAtHome REALLY WORKS!

[CLICK HERE](#) to send us your before and after photos or a testimonial for a chance to be featured on our site!

Site

[About](#)
[Prevention](#)
[FAQs](#)
[Terms and Conditions](#)
[Privacy Policy](#)
[Return Policy](#)
[How it Works](#)

Support

Have Questions? Feel free to contact
Customer Service by calling
1-888-552-2402 24 hours, 7 days a week.
Live Support 24/7.

Notice

BellaAtHome is not responsible for any
third-party offers, incentives, fulfillment or
representations that may have been used to
direct you to order.

Note

Customer may have to pay nominal
non-refundable trial, processing and/or
shipping and handling fees at sign-up.
Customer is responsible for shipping costs
on all returns. Please view the [Return](#)
[Policy](#) for other restrictions that may apply.

BellaAtHome

1-888-552-2402
(Available 24/7)

[CLICK HERE TO EASY CANCEL](#)


[Home](#) | [How It Works](#) | [Testimonials](#) | [About Us](#) | [FAQs](#) | [Products](#)



BellaAtHome Products



- Simple In-home System
- Fresh Minty Taste
- 22% Carbamide Peroxide
- Fast, safe ordering process



BellaAtHome One Month Supply

Professional Quality. It's all you need for a bright, white, smile! Buy now for only \$129.99 plus shipping.

[ADD TO MY CART](#)

Site

[About](#)
[Prevention](#)
[FAQs](#)
[Terms and Conditions](#)
[Privacy Policy](#)
[Return Policy](#)
[How It Works](#)

Support

Have Questions? Feel free to contact Customer Service by calling 1-888-552-2402 24 hours, 7 days a week. Live Support 24/7.

Notice

BellaAtHome is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

Note

Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return Policy](#) for other restrictions that may apply.

Close Window

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of BellaAtHome™ Teeth Whitening Pens.

We'll enter you into our BellaAtHome Bella Dazzler Club. With the Bella Dazzler Club you'll get a package of BellaAtHome Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-888-552-2402 or www.BellaAtHome.com), we'll conveniently bill your credit card \$94.31 for the full 30 day BellaAtHome System. Plus, you'll also get a package of BellaAtHome Teeth Whitening Pens about every 30 days. All this at the same monthly in-home price you paid for the original BellaAtHome System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "bellahm*tool8889868154".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-888-552-2402 or by visiting the Easy Cancel link on our website or via written correspondence to:

BellaAtHome
7565 Commercial Way, Unit E
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the BellaAtHome System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day BellaAtHome customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Bella Dazzler Club, provided we notify you via email of a price change.

BellaAtHome often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but BellaAtHome often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by BellaAtHome).

If you have been selected by BellaAtHome to be a sponsored member, you will be notified via email by BellaAtHome and by Beautyis.com.

By participating in this risk free trial, you consent to BellaAtHome sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

BellaAtHome®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-888-552-2402 or via written correspondence to:

BellaAtHome
7565 Commercial Way, Unit E

Yadoo
Attachment B-3

7565 Commercial Way, Unit E
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Bella Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Bella Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Bella Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing BellaAtHome through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@BellaAtHome.com. We will get back to you within one business day.

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of BellaAtHome™ Teeth Whitening Pens.

We'll also enter you into our BellaAtHome Bella Dazzler Club. With the Bella Dazzler Club you'll get a package of BellaAtHome Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-888-552-2402 or www.BellaAtHome.com), we'll conveniently bill your credit card \$94.31 for the full 30 day BellaAtHome System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of BellaAtHome Teeth Whitening Pens about every 30 days for the same monthly in-home price you paid for the original BellaAtHome System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "bellahm*tool8889868154".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-888-552-2402 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

BellaAtHome
7565 Commercial Way, Unit E
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the BellaAtHome System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of

Yadoo
Attachment B-4

\$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day BellaAtHome customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Bella Dazzler Club, provided we notify you via email of a price change.

BellaAtHome often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but BellaAtHome often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by BellaAtHome).

If you have been selected by BellaAtHome to be a sponsored member, you will be notified via email by BellaAtHome and by Beautyis.com.

By participating in this risk free trial, you consent to BellaAtHome sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

BellaAtHome®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-888-552-2402 or via written correspondence to:

BellaAtHome
7565 Commercial Way, Unit E
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Bella Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Bella Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Bella Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing BellaAtHome through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@BellaAtHome.com. We will get back to you within one business day.

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by BellaAtHome and contains material which is derived in whole or in part by BellaAtHome and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and BellaAtHome.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2016, BellaAtHome. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with BellaAtHome, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of BellaAtHome is strictly prohibited.

Trademark

BellaAtHome web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of BellaAtHome. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Arbitration and Waiver of Class Action

If you purchase or participate in a trial for BellaAtHome in the United States (including its possessions and territories) or any other location, you and BellaAtHome agree that any dispute, claim or controversy arising out of or relating in any way to the BellaAtHome products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND BELLAATHOME ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your BellaAtHome membership.

If you elect to seek arbitration or file a small claim court action, you must first send to BellaAtHome, by certified mail, a written Notice of your claim ("Notice"). The Notice to BellaAtHome must be addressed to: General Counsel, BellaAtHome, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If BellaAtHome initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by BellaAtHome, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If BellaAtHome and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BellaAtHome may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after BellaAtHome receives notice at the Notice Address

Yadoo

Attachment B-6

arbitration at www.bellaathome.com. If you are required to pay a filing fee, after BellaAtHome receives notice at the notice address that you have commenced arbitration, BellaAtHome will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless BellaAtHome and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of BellaAtHome's last written settlement offer made before an arbitrator was selected (or if BellaAtHome did not make a settlement offer before an arbitrator was selected), then BellaAtHome will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND BELLAATHOME AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and BellaAtHome agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.**

Disclaimer

BELLAATHOME IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. BELLAATHOME DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BELLAATHOME DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Warranties

BellaAtHome does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

BellaAtHome shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. BELLAATHOME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before

buying or using products sold by BellaAtHome or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site

Except as specifically stated on this site, neither BellaAtHome nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@BellaAtHome.com or call us Toll Free at 1-888-552-2402 or via written correspondence to

BellaAtHome
7565 Commercial Way, Unit E
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

[Close Window](#)

PX6

Yadoo Attachment C

Website Excerpts



Whitening COACH

1-855-740-8914

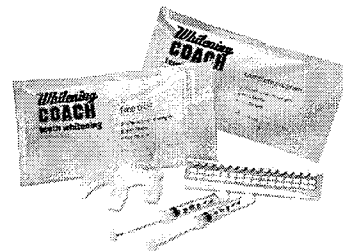
CLICK HERE TO EASY CANCEL

HOME
ABOUT
PREVENTION
FAQS
PRODUCTS
CART

To Place an Order or to Ask Questions:
1-855-740-8914 | 24 Hours / 7 Days a Week

Have you ever wanted a white, attention-grabbing, perfect "Hollywood" smile? You're not alone. You are judged within the first 3 seconds of meeting someone new, what do you think they see first - your smile. Whiter teeth are sure to make you more attractive, which will do wonders for your dating, personal and professional life.

That's why we've created this comprehensive teeth whitening resource. We've broken down all the information we could find about teeth whitening and organized it here so that you can find what you need in just a few clicks. Take a look around to answer your important questions.



TRY TODAY!

WHITENING COACH REALLY WORKS!

CLICK HERE to send us your before and after photos or a testimonial for a chance to be featured on our site!

<p>SITE</p> <p>About Prevention FAQs Terms and Conditions Privacy Policy Return Policy How It Works</p>	<p>SUPPORT</p> <p>Have Questions? Feel free to contact Customer Service by calling 1-855-740-8914 24 hours / 7 days a week. Live Support 24/7.</p>	<p>NOTICE</p> <p>Whitening Coach is not responsible for any third-party offers, incentives, payment or representations that may have been used to direct you to create.</p>	<p>NOTE</p> <p>Customer may have to pay for the non-refundable trial processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please see the Return Policy for other restrictions that may apply.</p>
--	---	--	---



Whitening COACH

1-855-740-8914

[CLICK HERE TO EASY CANCEL](#)


- [HOME](#)
- [ABOUT](#)
- [PREVENTION](#)
- [FAQS](#)
- [PRODUCTS](#)
- [CART](#)

CHANGE YOUR SMILE...CHANGE YOUR LIFE!

"I'm absolutely thrilled I have found Whitening Coach! My teeth were very sensitive after trying (supermarket brands) and my teeth never got whiter. I now use Whitening Coach and have a bright, pain-free smile!"
- Tim M., Chicago, IL

- Simple in-home treatment
- Fresh Minty Taste
- Fast, safe ordering process
- 22% Carbamide Peroxide

Whitening Coach Whitening Pen on the Go!



Great for touch ups or whitening on the go! Now only \$39.41 + \$3.87 for shipping!

[Add to Cart](#)

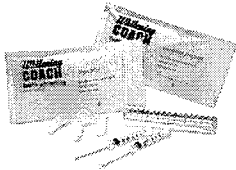
Whitening Coach VIP Club



Enroll in our Whitening Coach Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! Receive FREE SHIPPING the first month - and then shipping is only \$10.91 after that!

[Add to Cart](#)

Whitening Coach 1 Month Supply



Everything you need to have professional quality, celebrity white teeth. Only \$129.99. FREE SHIPPING. Save 10% Off the Suggested Retail Price!

[Add to Cart](#)

<h4>SITE</h4> <ul style="list-style-type: none"> About Prevention FAQS Terms and Conditions Privacy Policy 	<h4>SUPPORT</h4> <p>Have Questions? Feel free to contact Customer Service by calling 1-855-740-8914 24 hours a day 7 days a week. Live Support 24/7.</p>	<h4>NOTICE</h4> <p>Whitening Coach is not responsible for any damage, injury, illness, or discomfort or representations that may have been used to attract you to order.</p>	<h4>NOTE</h4> <p>Customer may have to pay minimal administrative and processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on</p>
---	--	--	---

Reliance Policy
Box 150128

all contents. Please refer to Reliance Policy for
other restrictions that may apply.

Close Window

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Whitening Coach™ Teeth Whitening Syringes.

We'll also enter you into our Whitening Coach Club. With the Club you'll get a package of Whitening Coach Teeth Whitening Syringes so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-855-740-8914 or www.WhiteningCoach.com), we'll conveniently bill your credit card \$94.31 for the full 30 day Whitening Coach System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of Whitening Coach Teeth Whitening Syringes about every 30 days for the same monthly in-home price you paid for the original Whitening Coach System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "BTWHITE*COACH8778259064".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-855-740-8914 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

Whitening Coach
7350 Eastgate Rd Suite 140
Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Whitening Coach System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Whitening Coach customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

Whitening Coach often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Whitening Coach often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Whitening Coach).

If you have been selected by Whitening Coach to be a sponsored member, you will be notified via email by Whitening Coach and by Beautyis.com.

By participating in this risk free trial, you consent to Whitening Coach sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

Whitening Coach®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-855-740-8914 or via written correspondence to:

Whitening Coach

Yadoo
Attachment C-4

Whitening Coach

7350 Eastgate Rd Suite 140
Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Whitening Coach through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@WhiteningCoach.com. We will get back to you within one business day.

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by Whitening Coach and contains material which is derived in whole or in part by Whitening Coach and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Whitening Coach.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the [Privacy Policy](#) and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Indiana Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2017, Whitening Coach. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Whitening Coach, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of Whitening Coach is strictly prohibited.

Trademark

Whitening Coach web pages and all page headers, custom graphics and button icons are service marks, trademarks, Yadoo

Attachment C-5

including design, color, shape, and/or page features, custom graphics and stationery and service marks, slogans, and/or trade dress of Whitening Coach. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Whitening Coach in the United States (including its possessions and territories) or any other location, you and Whitening Coach agree that any dispute, claim or controversy arising out of or relating in any way to the Whitening Coach products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND WHITENING COACH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Whitening Coach membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Whitening Coach, by certified mail, a written Notice of your claim ("Notice"). The Notice to Whitening Coach must be addressed to: General Counsel, Whitening Coach, LLC., 7350 Eastgate Rd Suite 140, Henderson, NV 89011 ("Notice Address"). If Whitening Coach initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Whitening Coach, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Whitening Coach and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Whitening Coach may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Whitening Coach receives notice at the Notice Address that you have commenced arbitration, Whitening Coach will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Whitening Coach and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Whitening Coach's last written settlement offer made before an arbitrator was selected (or if Whitening Coach did not make a settlement offer before an arbitrator was selected), then Whitening Coach will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND WHITENING COACH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Whitening Coach agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE**

SECURITY FUND AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FUND MAINTAINED BY THAT PARTY'S INDIVIDUAL CLAIMS. THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.

Disclaimer

WHITENING COACH IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. WHITENING COACH DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, WHITENING COACH DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Warranties

Whitening Coach does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

Whitening Coach shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. WHITENING COACH MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Whitening Coach or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site


Except as specifically stated on this site, neither Whitening Coach nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

 This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@WhiteningCoach.com. or call us Toll Free at 1-855-740-8914 or via written correspondence to

• Whitening Coach
7350 Eastgate Rd Suite 140
Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

[Close Window](#)